

TO WHOM THESE PRESENTS MAY COME

WHEREAS Saint Vincent and the Grenadines is a member state of the Caribbean Community (CARICOM);

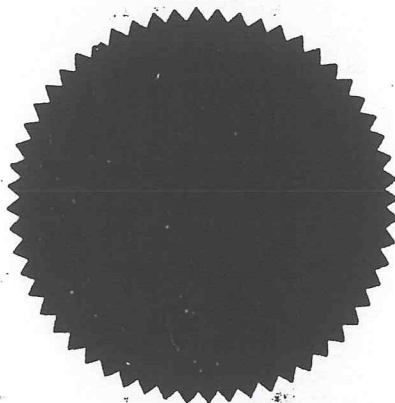
AND WHEREAS the Caribbean Community has designed a programme to provide the Community with the basic information and institutional capacity necessary to manage and develop the fisheries resources of member states of the Community;

AND WHEREAS Saint Vincent and the Grenadines and CARICOM have agreed on the establishment, in St Vincent and the Grenadines, of a local Resource Assessment Unit, under the CARICOM Fisheries Resources Assessment and Management Programme (CFRAMP);

NOW THEREFORE, these presents are to certify that Mr Geoffrey Venner, Permanent Secretary in the Ministry of Agriculture, Industry and Labour has been duly authorised by the Government of Saint Vincent and the Grenadines to sign the Agreement to formally establish the Resource Assessment Unit; the said signing to take place in Barbados;

IN WITNESS WHEREOF, I Herbert George Young, Minister of Foreign Affairs and Tourism have hereunto set my hand and affixed the seal of Saint Vincent and the Grenadines.

Honourable Herbert George Young
Minister of Foreign Affairs
and Tourism



AGREEMENT between the Government of St. Vincent and the Grenadines and the Caribbean Community relating to the support, privileges and immunities to be granted in connection with the Caribbean Fisheries Resources Assessment and Management Programme.

WHEREAS the Caribbean Community has designed a programme to provide the Community with the basic information and institutional capacity necessary to manage and develop the fishery resources of member states of the Community:

AND WHEREAS the Government of St. Vincent and the Grenadines, together with other member states of the Caribbean Community, is interested in participating in the programme:

AND WHEREAS under the program, a Resource Assessment Unit (RAU) will be established in St. Vincent and the Grenadines:

AND WHEREAS it is expedient to accord certain privileges and immunities to the Program (including its personnel) to function effectively:

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

- (a) "archives of the Programme" means the records, correspondence, documents, manuscripts, photographs, slides, films and sound recordings belonging to the Programme:

- (b) "competent authorities" means national or local authorities of St. Vincent and the Grenadines as may be appropriate in the context and in accordance with the laws of St. Vincent and the Grenadines:
- (c) "Government" means the Government of St. Vincent and the Grenadines:
- (d) "Headquarters" means the premises occupied by the Program referred to in Paragraph 1 of Article 2 of this Agreement:
- (e) "Official of the Programme" means any member of the staff of the program:
- (f) "Programme" means the Caribbean Fisheries Resources Assessment and Management Programme"
- (g) "Programme Director" means the officer responsible for implementation of the Programme.
- (h) "CARICOM" means the Caribbean Community;
- (i) "Property" means all forms of property, including funds and assets belonging to or held or administered by the Programme, and in general all income accruing to CARICOM;
- (j) "Secretariat" means the Caribbean Community Secretariat referred to in Article 15 of the Treaty;
- (k) "Secretary General" means the holder of the office established by Article 15 of the Treaty;

- (1) "Treaty" means the Treaty done at Chaguaramas on the 4th July 1973 establishing the Caribbean Community;

ARTICLE 2

HEADQUARTERS PREMISES

1. The Headquarters of the Programme shall be located in Kingstown St. Vincent and the Grenadines.
2. The Government hereby undertakes to provide a suitable and adequate building as the Headquarters of the Programme.
3. The Government shall, subject to the availability of resources and arrangements made pursuant to Paragraph 4 of Article 7 for reimbursement of the cost of services, provide security staff to the Programme.
4. (a) The Headquarters shall be inviolable and shall be under the control and authority of the Programme as provided for in this Agreement.

(b) Officials of the Government whether administrative, judicial, military or police, shall not enter the Headquarters to perform any official duties therein except with the consent of and under conditions agreed to by the Programme Director acting on behalf of the Secretary General.

- (c) The service of legal process, including the seizure of private property, may take place within the Headquarters only with the consent of and under conditions approved by the Secretary General.
- (d) The Programme shall prevent the Headquarters premises from becoming a refuge either for fugitives from justice, or persons who are endeavouring to avoid service of legal process or judicial proceedings.

ARTICLE 3

COMMUNICATIONS

1. The Programme shall enjoy in St. Vincent and the Grenadines in respect of its official communications, treatment no less favourable than that accorded by the Government to any Government or foreign diplomatic mission or International Organization in St. Vincent and the Grenadines.
2. All correspondence or other communication of the Programme shall be immune from censorship. Such immunity from censorship shall extend to printed matter, photographs, slides, films, sound recordings, magnetic tapes and computer diskettes, this list being subject to amplification by agreement. The Programme shall have the right to dispatch and receive correspondence whether by courier or in sealed bags which shall have the same immunities and privileges as diplomatic couriers and bags.

3. Nothing in paragraph 2 of this Article shall preclude the adoption, after consultation with the Programme Director acting on behalf of the Secretary General, of appropriate security measures in the interest of St. Vincent and the Grenadines.

ARTICLE 4

ARCHIVES

The archives of the Programme shall be inviolable.

ARTICLE 5

PROPERTY AND TAXATION

1. The Programme and its property wherever located and by whomsoever held, shall enjoy immunity from legal process except in specific cases where such immunity is expressly waived by the Secretary General. No waiver of immunity shall subject the property of the Programme to any measure of execution.
2. The property of the programme wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, administrative or judicial action.

3. The property of the Programme shall be exempt from:

- (a) any form of direct or indirect taxation; it is understood however, that the programme shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;
- (b) customs duties and, subject to any quarantine or health regulations for the time being in force, from prohibition and restrictions on imports and exports in respect of articles imported or exported by the Programme for its official use; it is understood, however, that articles imported under such exemption shall not be sold within St. Vincent and the Grenadines except under conditions agreed to between the Government and the Programme.

ARTICLE 6

FINANCIAL AND EXCHANGE FACILITIES

1. The Government of St. Vincent and the Grenadines shall not subject the Programme to any financial control, regulation or moratorium and the program shall be entitled:
- (a) to purchase from authorised dealers, hold and make use of negotiable currencies; to operate foreign currency and external accounts and to purchase, through authorised dealers hold and make use of funds and securities;

- (b) to transfer its funds, securities and foreign currencies to or from St. Vincent and the Grenadines or within St. Vincent and the Grenadines itself and to convert any currency held by it into any other currency.
2. The programme, in exercising its rights under paragraph 1 of this Article, shall pay due regard to any representations made by the Government, and shall give effect to such representations so far as this is possible without detriment to the interest of the Programme.

ARTICLE 7

PUBLIC SERVICES AND PROTECTION OF THE HEADQUARTERS PREMISES

1. The competent authorities shall provide to the extent requested by the Secretary General public services designed to ensure that the Headquarters shall be supplied on equitable terms with the necessary public services including electricity, water, post, telephone, telegraph, transportation and fire protection.
2. In case of any interruption or threatened interruption of any such service, the competent authorities shall consider the needs of the Headquarters as being of equal importance with the similar needs of essential agencies of the Government, and shall take steps accordingly to ensure that the work of the Programme is not prejudiced.

3. The competent authorities shall exercise reasonable care to ensure that the tranquility of the Headquarters is not disturbed by the unauthorised entry of any person or group of persons upon the premises.
4. If so requested by the Secretary General, the competent authorities shall provide a sufficient number of police officers for the preservation of law and order in the Headquarters premises. The Programme shall, if requested, enter into arrangements with the competent authorities to reimburse them for the reasonable costs of such services.

ARTICLE 8

TRANSIT

1. The competent authorities shall not impose any impediments to transit to or from the Headquarters of the following persons:
 - (a) Representatives of Member States of the programme;
 - (b) Officials of the programme and the members of their families forming part of their household;
 - (c) Persons, other than officials of the Programme performing missions for the Programme and members of their families forming part of their household;
 - (d) Other persons invited to the Headquarters on official business.

2. The Secretary General shall communicate to the Government the names of the persons mentioned in paragraph 1 of this Article.
3. This Article shall not apply to general interruptions of transportation and shall not impair the effectiveness of generally applicable laws and regulations as to the operation of means of transport;
4. Visas required by the persons referred to in paragraph 1 of this Article shall be granted free of charge.
5. A person claiming the rights granted under this Article may be required to produce evidence to establish his entitlement to be included in any of the categories specified in paragraph 1 of this Article.
6. A requirement to submit to quarantine health regulations shall not be considered an imposition or an impediment within the meaning of paragraph 1 of this Article.

ARTICLE 9

PRIVILEGES AND IMMUNITIES

1. Officials of the Programme shall enjoy in St. Vincent and the Grenadines the following privileges and immunities:
 - (a) immunity against personal arrest and detention.

- (b) inviolability of their personal and official baggage.
- (c) immunity from legal process of any kind in respect of words spoken or written and of all acts performed by them in their official capacity, the immunity concerning such official acts shall continue although the persons concerned have ceased to be officials of the Programme.
- (d) exemption for officials, other than citizens of St. Vincent and the Grenadines, from any form of direct taxation on salaries, remuneration and allowances paid by the programme.
- (e) exemption for officials, other than citizens of St. Vincent and the Grenadines, from any form of direct taxation on income derived from sources outside St. Vincent and the Grenadines.
- (f) exemption in respect of themselves and members of their families forming part of their household from registration as aliens and from immigration restrictions.
- (g) the necessary permits for the proper discharge of their duties.
- (h) work permits and visas for spouses of staff of the Programme to permit them to undertake gainful employment where

qualified or other competent nationals of St. Vincent and the Grenadines are not available;

(i) freedom for officials of the Programme other than citizens of St. Vincent and the Grenadines to maintain within St. Vincent and the Grenadines foreign securities, external accounts and movable and immovable property and on termination of their appointment with the Programme the right to take out of St. Vincent and the Grenadines without restriction, funds accruing to them in connection with their employment with the Programme, after taking into account a reasonable amount of living expenses, together with any amount brought into or transferred to St. Vincent and the Grenadines by them through authorised dealers.

(j) such other privileges and immunities similar to those enjoyed by diplomatic personnel and, in particular, exemption from payment of customs duties on imports in respect of articles imported for their official and private use, provided that this sub-paragraph shall not apply to citizens of Saint Vincent and the Grenadines.

2. Officials of the Programme who are entitled to enjoy the privileges and immunities conferred by this Agreement shall be provided with identity documents by the Government to certify their entitlement.

3. (a) The privileges and immunities accorded by this Agreement are granted in the interest of the Program and not for the personal benefit of the individuals themselves. The Secretary General may waive the immunity of any person entitled thereto in any case where, in his opinion, such immunity impedes or is likely to impede the course of justice and can be waived without prejudice to the interest of the Programme.
- (b) Officials of the Programme shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, to ensure the observance of all regulations and to prevent the occurrence of any abuses in the exercise of the privileges and immunities specified in this Agreement.

ARTICLE 10

SETTLEMENT OF DISPUTES

Any dispute between the Government and the Community arising out of the interpretation or application of this Agreement or any question connected with the Headquarters which is not settled by consultation or negotiation shall be referred for final decision to an arbitrator agreed on by the Government and the Community. Either party may request that a dispute be referred to arbitration.

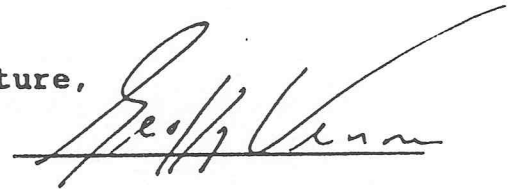
ARTICLE 11**OPERATION OF THE AGREEMENT**

1. The Secretary General and the Competent Authority shall settle by agreement the channels through which they will communicate regarding the application of the provisions of this Agreement.
2. This Agreement may be amended at any time by mutual consent of the contracting parties.
3. Nothing in this Agreement shall be construed so as to preclude the adopting of measures considered appropriate by St. Vincent and the Grenadines for its security.
4. This Agreement shall cease to have effect six months after either of the contracting parties has given notice in writing to the other of its intention to terminate the Agreement.

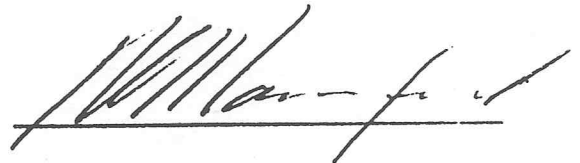
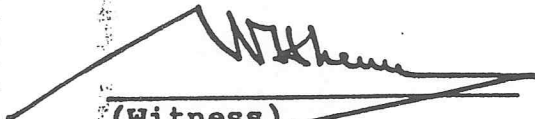
IN WITNESS WHEREOF, the undersigned duly authorised representatives of the Government and the Community respectively have signed this Agreement in duplicate.

Done atBridgetown, Barbados..... the
.....2nd..... day of June 1992.

SIGNED for and on
behalf of the Government
of St. Vincent and the
Grenadines by the Permanent
Secretary Ministry of Agriculture,
Industry and Labour.



SIGNED for and on behalf
of the Caribbean Community by



(Witness)